

**TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT**

TO: Mayor and Councilmembers
FROM/PHONE: Susan Dean 797-1042
DOCUMENT PREPARED BY Susan Dean
SUBJECT: Resolution
AFFECTED DISTRICT: Townwide

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE A REVISED AGREEMENT WITH THE SOUTH FLORIDA EDUCATION CENTER (SFEC) FOR OPERATION AND FUNDING OF AN EXPRESS SHUTTLE BETWEEN THE SOUTH FLORIDA EDUCATION CENTER CAMPUSES AND THE FORT LAUDERDALE AIRPORT TRI-RAIL STATION; AND PROVIDING FOR AN EFFECTIVE DATE.

REPORT IN BRIEF: This Resolution approves a companion Agreement to the Interlocal Agreement with Broward County allowing the continuation of the shuttle bus service operated by the South Florida Education Center (SFEC). This Agreement is between the Town of Davie and the SFEC. This bus service connects the SFEC campuses with the Tri-Rail system as well as the Town's Eastern shuttle bus route.

The proposed Agreement is similar to the existing agreement approved by Resolution 2000-207, on September 6, 2000. The Agreement is consistent with the terms of the Interlocal Agreement with Broward County. The SFEC is responsible for operating and maintaining the buses. The funding provided by Broward County is passed through the Town to the SFEC. The SFEC must meet all obligations of the Town under the Interlocal Agreement with Broward County. Among the changes from the approved Agreement of 2000 is the deletion of the Downtown Davie Lunch Route, due to lack of ridership. The total number of hours of operation have remained the same, but have been applied to an extension of hours for the afternoon Fort Lauderdale Airport Tri-Rail route (formerly known as the Griffin Road Tri-Rail Station.) An updated Insurance policy has also been included.

PREVIOUS ACTIONS:

Resolution R-97-249 adopted on July 16, 1997 approving an agreement for the same service. Resolution 2000-207; adopted on September 6, 2000, approving the Agreement for the same service. The latter contract expires on September 30, 2003.

CONCURRENCES:

Not Applicable

FISCAL IMPACT:

Has request been budgeted? No

If yes, expected cost: \$N/A

Account Name: N/A

If no, amount needed: \$N/A

What account will funds be appropriated from: None. The County supplies the buses and funds to operate the buses. The SFEC will be responsible for providing all costs of maintaining and operating the buses.

RECOMMENDATION(S):

Motion to approve

Attachment(s):

Resolution
Proposed Agreement
Resolution No. 97-249
Resolution No 2000-207

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE A REVISED AGREEMENT WITH THE SOUTH FLORIDA EDUCATION CENTER (SFEC) FOR OPERATION AND FUNDING OF AN EXPRESS SHUTTLE BETWEEN THE SOUTH FLORIDA EDUCATION CENTER CAMPUSES AND THE FORT LAUDERDALE AIRPORT TRI-RAIL STATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Town of Davie and the South Florida Education Center propose to operate an express community bus as an element of the transportation enhancement program of the Transportation Management Association (TMA); and

WHEREAS, The SFEC/TMA has received a financial grant to support the operational expenses of this program; and,

WHEREAS, it has been determined that the Town of Davie has a continued need for two shuttle buses for the purpose of providing service between the South Florida Education Center (SFEC) campuses and the Fort Lauderdale Airport Tri-Rail Station; and

WHEREAS, the Town wishes to enter into an Agreement between the SFEC and the Town of Davie setting forth mutual understandings and commitments for said program, a copy of said Agreement hereto attached as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The appropriate Town Officials are hereby authorized to execute the revised Agreement between the South Florida Education Center and the Town of Davie, a copy of which is attached as Exhibit A, on behalf of the Town of Davie.

SECTION 1. This resolution shall take effect October 1, 2003

PASSED AND ADOPTED THIS _____ DAY OF _____, 2003.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 200

AGREEMENT

THIS AGREEMENT is made and entered into by and between SOUTH FLORIDA EDUCATION CENTER INC., a not for profit Florida corporation (SFEC) and the TOWN OF DAVIE, a municipal corporation located in Broward County, Florida (TOWN).

WITNESSETH:

WHEREAS, the TOWN anticipates receiving and having possession of the buses (THE BUSES) which are to be used for various purposes, including, but not limited to the transportation of students and others to and from the SFEC campus and additionally to downtown Davie from the various educational campuses; and

WHEREAS, the SFEC is desirous of cooperating with the TOWN to insure the safe travel of its students and others to and from its campus; and

WHEREAS, the parties wish to enter into a cooperative operating agreement to provide for the operation of THE BUSES and for the transportation to and from the SFEC campuses.

NOW, THEREFORE, in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. The above representations are true and correct and made a part hereof as binding covenants as if fully set forth herein.

Section 2. The SFEC agrees to operate THE BUSES for the purpose of transportation of students and others to the SFEC campuses and such other locations as are agreed by and between the SFEC and the TOWN. The operating agreement shall be subject to the conditions as set forth herein, and shall have a term coextensive with the Interlocal Agreement between the Town of Davie and Broward County for Public Transportation Services dated the 18th day of December, 1996 (together with any modifications thereto) except as stated herein.

Section 3. SFEC shall be fully responsible for maintenance and repair of the BUSES during the term of this agreement as well as all expenses incurred in complying with the terms of this Agreement. The Town will pay to SFEC the \$18,000.00 per vehicle per year it is to receive from Broward County pursuant to the aforesated Agreement.

Section 4. The Town Administrator and a representative appointed by the SFEC shall meet to determine the date, times, and locations for operation of a transportation service for students of SFEC and others to facilitate transportation as hereinabove described.

Section 5. The SFEC shall provide a qualified operator, capable of operating THE BUSES, who has all necessary licenses required for operation of THE BUSES. The operator shall at all times be courteous to patrons of the bus service and shall operate THE BUSES in a careful manner. While the Town does not have any immediate intention of charging a fee, if the TOWN determines to charge a fee for the use of the bus service, it shall provide reasonable notice to the SFEC. Thereafter, SFEC shall insure that said fee is paid by any person using THE BUSES and then transferred to the Town Administrator or his designee. The SFEC shall be required to operate said BUSES during the dates, times, and stops at the locations as set forth in Section 4 above. The SFEC shall keep a record of the number of passengers.

Section 6. The SFEC shall provide, directly or indirectly, liability insurance covering any negligence or intentional torts of the operator of THE BUS in the minimum amount of \$100,000.00. Said insurance shall be approved by the Risk Manager of the TOWN. Any insurance shall name the

TOWN as a named insured and shall require that the TOWN shall receive thirty (30) days notice of any cancellation. In addition to the purchase of liability insurance, the SFEC shall insure that sufficient insurance is provided to cover any accidents which may occur.

Section 7. SFEC shall be responsible for the operating and physical condition of THE BUSES.

Section 8. Nothing contained herein shall be construed to transfer any ownership or other interest of any kind in THE BUSES to the SFEC. This Agreement is merely an operating Agreement to provide for the operation of a transportation service for students of SFEC and others and for such other ancillary uses as is agreed to by the TOWN and the SFEC. Any graphics, advertising, or identifying information on THE BUSES must first be approved, in writing, by the TOWN which approval shall not be unreasonably withheld.

Section 9. TOWN shall, to the extent permitted by law at all times hereafter, indemnify, hold harmless, and defend SFEC, its agents, servants and employees from and against any claim, demand or cause of action of any kind or nature arising out of any error, omission, or negligent act of TOWN, its agents, servants, or employees in the performance of services for which the TOWN has responsibility under this Agreement.

SFEC shall, to the extent permitted by law at all times hereafter, indemnify, hold harmless, and defend TOWN, its agents, servants, and employees from and against any claim, demand or cause of action of any kind or nature arising out of any error, omission, or negligent act of SFEC, its agents, servants, or employees in the performance of services for which the SFEC has responsibility under this Agreement.

TOWN does not waive its rights of sovereign immunity.

Indemnification: SFEC agrees to indemnify, reimburse, defend, and hold harmless COUNTY and COUNTY'S officers, agents and employees for, from, and against all claims, actions, or causes of actions, losses, damages, liabilities, costs, and expenses, including, reasonable costs, attorney's and paralegal's fees, imposed on or incurred by COUNTY in connection with all loss of life, bodily injury, personal injury, damage to property occurring upon, or about or arising out of or relating to, the SFEC occupancy or use of the vehicles to perform the services set forth herein.

Insurance: SFEC shall at all times during the term of this Agreement keep and maintain in full force and effect, at SFEC sole cost and expense, insurance of the types and amounts as set forth on Exhibit "A", a copy of which is attached hereto and incorporated herein by reference as if set forth in full, and shall name COUNTY as an additional insured.

Provisions Applicable To Insurance: At or prior to the commencement of SFEC'S performance pursuant to the provisions of any agreement with TOWN involving the vehicles provided hereunder, SFEC shall deliver the original certificate of insurance required herein to COUNTY. SFEC shall pay the premiums of all insurance required by this Agreement. SFEC shall cause all policies of insurance required by this Agreement to be renewed from time to time so that at all times the insurance protection required by this Agreement shall continuously exist. The policy shall not be canceled or materially changed without the giving of at least thirty (30) days prior written notice thereof to COUNTY, and in such event, a policy pursuant to the above terms must be substituted.

If SFEC contracts with a third party to provide the transportation services addressed herein any contract with such third party shall include the following provisions:

Indemnification: SFEC'S contractor agrees to indemnify, reimburse, defend, and hold harmless COUNTY and COUNTY'S officers, agents and employees for, from, and against all claims, actions, or causes of actions, losses, damages, liabilities, costs, and expenses, including, reasonable costs,

attorney's fees and paralegal's fees, imposed on or incurred by COUNTY in connection with all loss of life, bodily injury, personal injury, damage to property occurring upon, or about or arising out of or relating to, the contractor's occupancy or use of the vehicles to perform the services set forth herein.

Insurance: SFEC's contractor shall at all times during the term of this Agreement keep and maintain in full force and effect, at contractor's sole cost and expense, insurance of the types and amounts as set forth on Exhibit "A", a copy of which is attached hereto and incorporated herein by reference as if set forth in full, and shall name COUNTY as an additional insured.

Provisions Applicable to Insurance: At or prior to the commencement of contractor's performance pursuant to the provisions of any agreement with SFEC involving the vehicles provided hereunder, contractor shall deliver the original certificate of insurance required herein to COUNTY. Contractor shall pay the premiums for all insurance required by this Agreement. Contractor shall cause all policies of insurance required by this Agreement to be renewed from time to time so that at all times the insurance protection required by this Agreement shall continuously exist. The policy shall not be canceled or materially changed without the giving of at least thirty (30) days prior written notice thereof to COUNTY, and in such event, a policy pursuant to the above terms must be substituted.

Section 10. The parties acknowledge that the TOWN anticipates obtaining possession of THE BUSES by virtue of an Interlocal Agreement with Broward County for public transportation services and this agreement shall be applied consistent with each and every item thereof. SFEC agrees to assume all obligations of the Town under said Agreement as if SFEC were a party thereto.

Section 11. This Agreement may be terminated by either party for cause upon no less than ninety (90) days' written notice to the other party. Said notice shall be delivered by certified mail, return receipt requested. TOWN and SFEC may terminate without cause upon no less than one hundred twenty (120) days' written notice to the other party. If TOWN or SFEC terminates this Agreement with or without cause, SFEC agrees to reimburse TOWN on a prorated basis for financial assistance it has received for the year.

Section 12. All notices required herein shall be in writing and either hand delivered or mailed, or transmitted by fax, to the following person at the address listed unless changed by written notice:

TOWN: Town Administrator
Town of Davie
6591 S.W. 45th Street
Davie, Florida 33314

SFEC: South Florida Education Center Inc.
Attn: John Santulli
3301 College Avenue
Davie, Florida 33314

Section 13. This is the full Agreement between the parties and may not be amended except by written agreement executed by the parties with equal dignity hereto.

Section 14. The drafting of this Agreement has been a mutual endeavor of the parties and no provision of this Agreement shall, merely as a matter of judicial interpretation, be construed more strictly against on party than the other.

Section 15. The effective date of this Agreement shall be the last date upon which either party affixes its signature thereto.

IN WITNESS WHEREOF, the parties have caused these presents to be executed.

Signed, sealed and delivered in the presence of:

Pamela Leslie
Print Name Pamela Leslie

Barbara Campbell
Print Name BARBARA CAMPBELL

SOUTH FLORIDA EDUCATION
CENTER INC

By Glen A. Rose
Print Name Glen A. Rose
Print Title President

Starr Crowley
Print Name STARR CROWLEY

Gloria Casale
Print Name GLORIA CASALE

TOWN OF BAYVIEW

By Harry Venis
Harry Venis, Mayor

Attest: Gail Reinfeld
Gail Reinfeld, Town Clerk

Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY

COMPANIES AFFORDING COVERAGES
COMPANY LETTER **A**

NAME AND ADDRESS OF INSURED

COMPANY LETTER **C**
COMPANY LETTER **D**
COMPANY LETTER **E**

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (\$K)		
					EACH OCCURRENCE	AGGREGATE
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMPREHENSIVE FORM <input checked="" type="checkbox"/> PREMISES-OPERATIONS <input type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD <input type="checkbox"/> UNDERGROUND HAZARD <input type="checkbox"/> PRODUCTS-COMPLETED OPERATIONS HAZARD <input type="checkbox"/> CONTRACTUAL INSURANCE <input type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS <input type="checkbox"/> PERSONAL INJURY			BODY INJURY PROPERTY DAMAGE BODY INJURY AND PROPERTY DAMAGE COMBINED PERSONAL INJURY	\$ \$ \$ 500 \$	\$ \$ \$ 500 \$
**	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> COMPREHENSIVE FORM <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> HIRED <input checked="" type="checkbox"/> NON-OWNED			BODY INJURY (EACH PERSON) BODY INJURY (EACH ACCIDENT) PROPERTY DAMAGE BODY INJURY AND PROPERTY DAMAGE COMBINED	\$ \$ \$ \$ 300	
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM			BODY INJURY AND PROPERTY DAMAGE COMBINED STATUTORY	\$ \$	\$ \$ 100
<input checked="" type="checkbox"/>	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY					
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES
** CERTIFICATE MUST SHOW (on general liability only) *Town of Davie and*
ADDITIONAL INSURED: BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS, BROWARD COUNTY, FLORIDA

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

BINDER ACCEPTABLE ONLY IF PRODUCER IS "AGENT". POLICY NUMBER MUST BE DISPLAYED IF PRODUCER IS "BROKER".

NAME AND ADDRESS OF CERTIFICATE HOLDER
Broward County Board of County Commissioners
115 South Andrews Avenue
FL. Lauderdale, FL 33301
ATTN: Purchasing Division, Room 212
RE: Bid #

DATE ISSUED _____
AUTHORIZED REPRESENTATIVE
May M. [Signature]



Administration (954) 357-8300 / FAX (954) 357-8305 • Maintenance (954) 357-8423 / FAX (954) 357-8356
Marketing and Communications (954) 357-8355 / FAX (954) 357-8371 • Operations (954) 357-8383 / FAX (954) 357-8378
Paratransit (954) 357-8329 / FAX (954) 357-8345 • Service Development (954) 357-8375 / FAX (954) 357-8342
Transit Information Systems (954) 357-6792 / FAX (954) 357-8308

August 4, 2000

Tom Willi, Acting Town Administrator
Town of Davie
6591 Orange Drive
Davie, Florida 33314

Dear Mr. Willi:

Several issues need to be resolved before Broward County Mass Transit Division staff can recommend renewal of the Interlocal Agreement between Broward County and the Town of Davie for Community Bus Service. Broward County Transit Service Development Manager Sylvia Smith has discussed these issues via telephone with Assistant Town Administrator Robert Rawls, and Broward County Transit Contracts Administrator Irvin Minney has discussed these issues with you and Davie Programs Administrator Will Allen.

The most pressing issue is the need for a new route for the service subcontracted to the South Florida Education Center (SFEC) Transportation Management Association. During the last three years of service, the current route has averaged only 2.5 passengers per hour. This route travels along Southwest 30 Street/Abe Fischler Boulevard to College Avenue and the campus, from the Broward Boulevard Tri-Rail station. With the August 18th opening of the new Griffin Road Tri-Rail station, which is closer to the SFEC, you may want to consider changing the route to try and improve the passenger-per-hour performance.

The route is a part of the renewal interlocal agreement, which requires approval by the Town of Davie Commission and the Broward Board of County Commissioners. Should the Town opt to renew this interlocal agreement, we will need to submit the approved agreement to our department no later than September 1, 2000, in order to have the agreement approved by the Broward County Board of County Commissioners before October 1, 2000, and avoid an interruption in the contracted services.

Sincerely,

Robert Roth
Director

- c: Sylvia Smith, BCT Service Development Manager
Irvin Minney, BCT Contracts Administrator
Pamela Landi, Interim Director, Office of Public & Governmental Relations
Bob Rawls, Davie Assistant Town Administrator

~~Will Allen, Davie Programs Administrator~~

BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS - An Equal Opportunity Employer and Provider of Services

Norman Abramowitz Scott I. Cowan Suzanne N. Gunzburger Kristin D. Jacobs Rene Lieberman Lois Nance Parish John E. Rodstrom, Jr.

Visit us on the Internet: www.broward.org/bct

RESOLUTION NO. R-2000-207

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE A REVISED AGREEMENT WITH THE SOUTH FLORIDA EDUCATIONAL COMPLEX (SFEC) FOR OPERATION AND FUNDING OF AN EXPRESS SHUTTLE BETWEEN THE SOUTH FLORIDA EDUCATIONAL COMPLEX CAMPUSES, THE FORT LAUDERDALE TRI-RAIL STATION AND DOWNTOWN DAVIE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Davie and the South Florida Educational Complex propose to operate an express bus shuttle as an element of the transportation enhancement program of the Transportation Management Association (TMA); and

WHEREAS, the SFEC Transportation Management Association has received a financial grant to support the operational expenses of this program; and

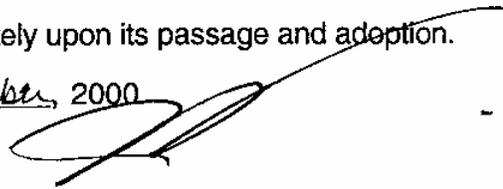
WHEREAS, the Town wishes to enter into an agreement between the South Florida Educational Complex and the Town of Davie setting forth mutual understandings and commitments for said program, a copy of said agreement being attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The appropriate Town officials are hereby authorized to execute the revised agreement between the South Florida Educational Complex and the Town of Davie, a copy of which is attached hereto as Exhibit "A", on behalf of the Town of Davie.

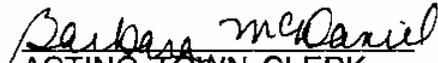
SECTION 2. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 6th DAY OF September, 2000



MAYOR/COUNCILMEMBER

ATTEST:



ACTING TOWN CLERK

APPROVED THIS 6th DAY OF September, 2000.

to charge a fee for the use of the bus service, it shall provide reasonable notice to the SFEC. Thereafter, SFEC shall insure that said fee is paid by any person using THE BUSES and then transferred to the Town Administrator or his designee. The SFEC shall be required to operate THE BUSES during the dates, times, and stops at the locations as set forth in Section 4 above. The SFEC shall keep a record of the number of passengers.

Section 6. The SFEC shall provide, directly or indirectly, liability insurance covering any negligence or intentional torts of the operator of THE BUS in the minimum amount of \$1,000,000.00. Said insurance shall be approved by the Risk Manager of the TOWN. Any insurance shall name the TOWN as an additional insured and shall require that the TOWN shall receive thirty (30) days notice of any cancellation. In addition to the purchase of liability insurance, the SFEC shall insure that sufficient insurance is provided to cover any accidents which may occur.

Section 7. SFEC shall be responsible for the operating and physical condition of THE BUSES.

Section 8. Nothing contained herein shall be construed to transfer any ownership or other interest of any kind in THE BUSES to the SFEC. This Agreement is merely an operating Agreement to provide for the operation of a transportation service for students of SFEC and others and for such other ancillary uses as is agreed to by the TOWN and the SFEC. Any graphics, advertising, or identifying information on THE BUSES must first be approved, in writing, by the TOWN which approval shall not be unreasonable withheld.

Section 9. TOWN shall, to the extent permitted by law at all times hereafter, indemnify, hold harmless, and defend SFEC, its agents, servants and employees from and against any claim, demand, or cause of action of any kind or nature arising out of any error, omission, or negligent act of TOWN, its agents, servants, or employees in the performance of services for which the TOWN has responsibility under this Agreement.

SFEC shall, to the extent permitted by law at all times hereafter, indemnify, hold harmless, and defend TOWN, its agents, servants, or employees from and against any claim, demand or cause of action of any kind or nature arising to of any error, omission, or negligent act of SFEC, its agents, servants, or employees in the performance of services for which SFEC has responsibility under this Agreement.

Town does not waive its rights of sovereign immunity.

Indemnification: SFEC agrees to indemnify, reimburse, defend, and hold harmless COUNTY and COUNTY'S and TOWN'S officers, agents and employees for, from, and against all claims, actions or causes of actions, losses, damages, liabilities, costs, and expenses, including, reasonable costs, attorney's and paralegal's fees, imposed on or incurred by COUNTY in connection with all loss of life, bodily injury, personal injury, damage to property occurring upon, or about or arising out of or relating to , the SFEC occupancy or use of the vehicles to perform the services set forth herein.

Insurance: SFEC shall at all times during the term of this Agreement keep and maintain in full force and effect, at SFEC sole cost and expense, insurance of the types and amounts as set forth on Exhibit "B", a copy of which is attached hereto and incorporated herein by reference as if set forth in full, and shall name COUNTY as an additional insured.

Provisions Applicable To Insurance: At or prior to the commencement of SFEC's performance pursuant to the provisions of any agreement with TOWN involving the vehicles

TOWN: Town Administrator
Town of Davie
6591 Orange Drive
Davie, Florida 33314

SFEC: South Florida Education Center, Inc.
Attn: John Santulli
3301 College Avenue
Davie, Florida 33314

Section 13. This is the full Agreement between the parties and may not be amended except by written agreement executed by the parties with equal dignity hereto.

Section 14. The drafting of this Agreement has been a mutual endeavor of the parties and no provision of this Agreement shall, merely as a matter of judicial interpretation, be construed more strictly than the other.

Section 15. The effective date of this Agreement shall be the last date upon which either party affixes its signature thereto.

IN WITNESS WHEREOF, the parties have caused these presents to be executed.

Signed, sealed and delivered in the presence of:

Arlene L. Morris
Print Name ARLENE L. MORRIS

Alice Aschbrenner
Print Name ALICE ASCHBRENNER

Sheila Preston
Print Name SHEILA PRESTON

Janet Gale
Print Name JANET GALE

SOUTH FLORIDA EDUCATION CENTER INC.

BY John J. Santulli, II
Print Name JOHN J. SANTULLI, II
Print Title SECRETARY / TREASURER

TOWN OF DAVIE
BY [Signature]
Harry Venis, Mayor

Attest: Barbara McDaniel
Barbara McDaniel
Acting Town Clerk

EXHIBIT "A"

Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER
THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW

NAME AND ADDRESS OF AGENCY NAME AND ADDRESS OF INSURED	COMPANIES AFFORDING COVERAGES COMPANY LETTER A COMPANY LETTER B COMPANY LETTER C COMPANY LETTER D COMPANY LETTER E
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This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
**	GENERAL LIABILITY <input checked="" type="checkbox"/> COMPREHENSIVE FORM <input checked="" type="checkbox"/> PREMISES-OPERATIONS <input type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD <input type="checkbox"/> UNDERGROUND HAZARD <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD <input type="checkbox"/> CONTRACTUAL INSURANCE <input type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS <input type="checkbox"/> PERSONAL INJURY			BODILY INJURY	1	1
				PROPERTY DAMAGE	1	1
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	500	500
				PERSONAL INJURY		1
				AUTOMOBILE LIABILITY		
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> HIRED <input checked="" type="checkbox"/> NON-OWNED			BODILY INJURY (EACH PERSON)	1	
				BODILY INJURY (EACH ACCIDENT)	1	
				PROPERTY DAMAGE	1	
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	300	
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM			BODILY INJURY AND PROPERTY DAMAGE COMBINED	1	1
				STATUTORY		
✓	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY			STATUTORY	100	100
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES
 ** CERTIFICATE MUST SHOW (on general liability only) *Town of Davie and*
 ADDITIONAL INSURED: BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS, BROWARD COUNTY, FLORIDA

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

BINDER ACCEPTABLE ONLY IF PRODUCER IS "AGENT". POLICY NUMBER MUST BE DISPLAYED IF PRODUCER IS "BROKER".

NAME AND ADDRESS OF CERTIFICATE HOLDER
 Broward County Board of County Commissioners
 115 South Andrews Avenue
 Ft. Lauderdale, FL 33301
 ATTN: Purchasing Division, Room 212
 RE: Bid #

DATE ISSUED _____
 AUTHORIZED REPRESENTATIVE
by Mary M. Dwyer

AGREEMENT

THIS AGREEMENT is made and entered into by and between SOUTH FLORIDA EDUCATION CENTER, INC., a not for profit Florida corporation (SFEC) and the TOWN OF DAVIE, a municipal corporation located in Broward County, Florida (TOWN).

WITNESSETH:

WHEREAS, the TOWN anticipates receiving and having possession of the buses (THE BUSES) which are to be used for various purposes, including, but not limited to the transportation of students and others to and from the SFEC campus and additionally to downtown Davie from the various educational campuses; and

WHEREAS, the SFEC is desirous of cooperating with the TOWN to insure the safe travel of its students and others to and from its campus; and

WHEREAS, the parties wish to enter into a cooperative operating agreement to provide for the operation of THE BUSES and for the transportation to and from the SFEC campuses.

NOW, THEREFORE, in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. The above representations are true and correct and made a part hereof as binding covenants as if fully set forth herein.

Section 2. The SFEC agrees to operate THE BUSES for the purpose of transportation of students and others to the SFEC campuses and such other locations as are agreed by and between the SFEC and the TOWN. The operating agreement shall be subject to the conditions as set forth herein, and shall have a term coextensive with the Interlocal Agreement between the Town of Davie and Broward County for Public Transportation Services dated the first day of August, 2003 (together with any modifications thereto) except as stated herein.

Section 3. SFEC shall be fully responsible for maintenance of The BUSES during the term of this agreement as well as all expenses incurred in complying with the terms of this Agreement. The TOWN will pay to SFEC the amount per vehicle as received from Broward County pursuant to Article 4.1 of the aforestated Agreement. Beginning October 1, 2003, the amount to be paid is twenty dollars (\$20.00) per hour, per vehicle in revenue service for the remaining term of the Agreement.

Section 4. SFEC shall provide public transportation services within the TOWN at the locations and according to schedules attached as Exhibit "A," a copy of which is attached hereto and made a part hereof. Any changes to Exhibit "A" made by SFEC shall be effective only upon the written consent of the TOWN and the Director of Mass Transit. The services to be provided shall be consistent with Article 2, Scope of Services, of the Interlocal Agreement with Broward County for public transportation services. SFEC acknowledges that a minimum average of five (5) passengers per revenue hour on each route operated by SFEC shall be maintained.

Section 5. The SFEC shall provide a qualified operator, capable of operating THE BUSES, who has all necessary licenses for operation of THE BUSES. The operator shall at all times be courteous to patrons of the bus service and shall operate THE BUSES in a careful manner.

While the TOWN does not have any immediate intention of charging a fee, if the TOWN determines to charge a fee for the use of the bus service, it shall provide reasonable notice to the SFEC. Thereafter, SFEC shall insure that said fee is paid by any person using THE BUSES and then transferred to the Town Administrator or his designee. The SFEC shall be required to operate THE BUSES during the dates, times, and stops at the locations as set forth in Section 4 above. The SFEC shall keep a record of the number of passengers.

Section 6. The SFEC shall provide, directly or indirectly, liability insurance covering any negligence or intentional torts of the operator of THE BUS in the minimum amount of \$1,000,000.00. Said insurance shall be approved by the Risk Manager of the TOWN. Any insurance shall name the TOWN as an additional insured and shall require that the TOWN shall receive thirty (30) days notice of any cancellation. In addition to the purchase of liability insurance, the SFEC shall insure that sufficient insurance is provided to cover any accidents which may occur.

Section 7. SFEC shall be responsible for the operating and physical condition of THE BUSES.

Section 8. Nothing contained herein shall be construed to transfer any ownership or other interest of any kind in THE BUSES to the SFEC. This Agreement is merely an operating Agreement to provide for the operation of a transportation service for students of SFEC and others and for such other ancillary uses as is agreed to by the TOWN and the SFEC. Any graphics, advertising, or identifying information on THE BUSES must first be approved, in writing, by the TOWN which approval shall not be unreasonable withheld.

Section 9. TOWN shall, to the extent permitted by law at all times hereafter, indemnify, hold harmless, and defend SFEC, its agents, servants and employees from and against any claim, demand, or cause of action of any kind or nature arising out of any error, omission, or negligent act of TOWN, its agents, servants, or employees in the performance of services for which the TOWN has responsibility under this Agreement.

SFEC shall, to the extent permitted by law at all times hereafter, indemnify, hold harmless, and defend TOWN, its agents, servants, or employees from and against any claim, demand or cause of action of any kind or nature arising to of any error, omission, or negligent act of SFEC, its agents, servants, or employees in the performance of services for which SFEC has responsibility under this Agreement.

Town does not waive its rights of sovereign immunity.

Indemnification: SFEC agrees to indemnify, reimburse, defend, and hold harmless COUNTY and COUNTY'S and TOWN'S officers, agents and employees for, from, and against all claims, actions or causes of actions, losses, damages, liabilities, costs, and expenses, including, reasonable costs, attorney's and paralegal's fees, imposed on or incurred by COUNTY in connection with all loss of life, bodily injury, personal injury, damage to property occurring upon, or about or arising out of or relating to , the SFEC occupancy or use of the vehicles to perform the services set forth herein.

Insurance: SFEC shall at all times during the term of this Agreement keep and maintain in full force and effect, at SFEC sole cost and expense, insurance of the types and amounts as set forth on Exhibit "B", a copy of which is attached hereto and incorporated herein by reference as if set forth in full, and shall name COUNTY as an additional insured.

Provisions Applicable To Insurance: At or prior to the commencement of SFEC's performance pursuant to the provisions of any agreement with TOWN involving the vehicles provided hereunder, SFEC shall deliver the original certificate of insurance required herein to COUNTY. SFEC shall pay the premiums of all insurance required by this Agreement. SFEC shall cause all policies or insurance required by this Agreement to be renewed from time to time so that at all times the insurance protection required by this Agreement shall continuously exist. The policy shall not be canceled or materially changed without the giving of at least thirty (30) days prior written notice thereof to COUNTY, and in such event, a policy pursuant to the above terms must be substituted.

If SFEC contracts with a third party to provide the transportation services addressed herein any contract with such third party shall include the following provisions:

Indemnification: SFEC's contractor agrees to indemnify, reimburse, defend, and hold harmless COUNTY and COUNTY'S and the TOWN'S officers, agents and employees for, from, and against all claims, action, or causes of actions, losses, damages, liabilities, cost, and expenses, including, reasonable costs, attorney's fees and paralegal's fees, imposed on or incurred by COUNTY in connection with all loss of life, bodily injury, personal injury, damage to property occurring upon, or about or arising out of or relating to, the contractor's occupancy or use of the vehicles to perform the services set forth herein.

Insurance: SFEC's contractor shall at all times during the term of this Agreement keep and maintain in full force and effect, at contractor's sole cost and expense, insurance of the types and amounts as set forth on Exhibit "B", a copy of which is attached hereto and incorporated herein by reference as if set forth in full, and shall name COUNTY as an additional insured.

Provisions Applicable To Insurance: At or prior to the commencement of contractor's performance pursuant to the provisions of any agreement with SFEC involving the vehicles provided hereunder, contractor shall deliver the original certificate of insurance required herein to COUNTY. Contractor shall pay the premiums for all insurance required by this Agreement. Contractor shall cause all policies of insurance required by this Agreement to be renewed from time to time so that at all times the insurance protection required by this Agreement shall continuously exist. The policy shall not be canceled or materially changed without the giving of at least thirty (30) days prior written notice thereof to COUNTY, and in such event, a policy pursuant to the above terms must be substituted.

Section 10. The parties acknowledge that the TOWN anticipates obtaining possession of THE BUSES by virtue of an Interlocal Agreement with Broward County for public transportation services and this agreement shall be applied consistent with each and every item thereof. SFEC agrees to assume all obligations of the TOWN under said Agreement as if SFEC were a party thereto.

Section 11. This Agreement may be terminated by either party for cause upon no less than ninety (90) days written notice to the other party. Said notice shall be delivered by certified mail, return receipt requested. TOWN and SFEC may terminate without cause upon no less than one hundred twenty (120) days notice to the other party. If TOWN or SFEC terminates this Agreement with or without cause, SFEC agrees to reimburse TOWN on a prorated basis for financial assistance it has received for the year.

Section 12. All notices required herein shall be in writing and either hand delivered or mailed, or transmitted by fax, to the following person at the address listed unless changed by written notice:

TOWN: Town Administrator
 Town of Davie
 6591 Orange Drive
 Davie, Florida 33314

SFEC: South Florida Education Center, Inc.
 Attn: John Santulli
 3301 College Avenue
 Davie, Florida 33314

Section 13. This is the full Agreement between the parties and may not be amended except by written agreement executed by the parties with equal dignity hereto.

Section 14. The drafting of this Agreement has been a mutual endeavor of the parties and no provision of this Agreement shall, merely as a matter of judicial interpretation, be construed more strictly than the other.

Section 15. The effective date of this Agreement shall be the last date upon which either party affixes its signature thereto.

IN WITNESS WHEREOF, the parties have caused these presents to be executed.
Signed, sealed and delivered in the presence of:

Print Name _____

Print Name _____

Print Name _____

Print Name: _____

SOUTH FLORIDA EDUCATION
CENTER INC.

BY _____

Print Name _____

Print Title _____

TOWN OF DAVIE

BY _____

Tom Truex, Mayor

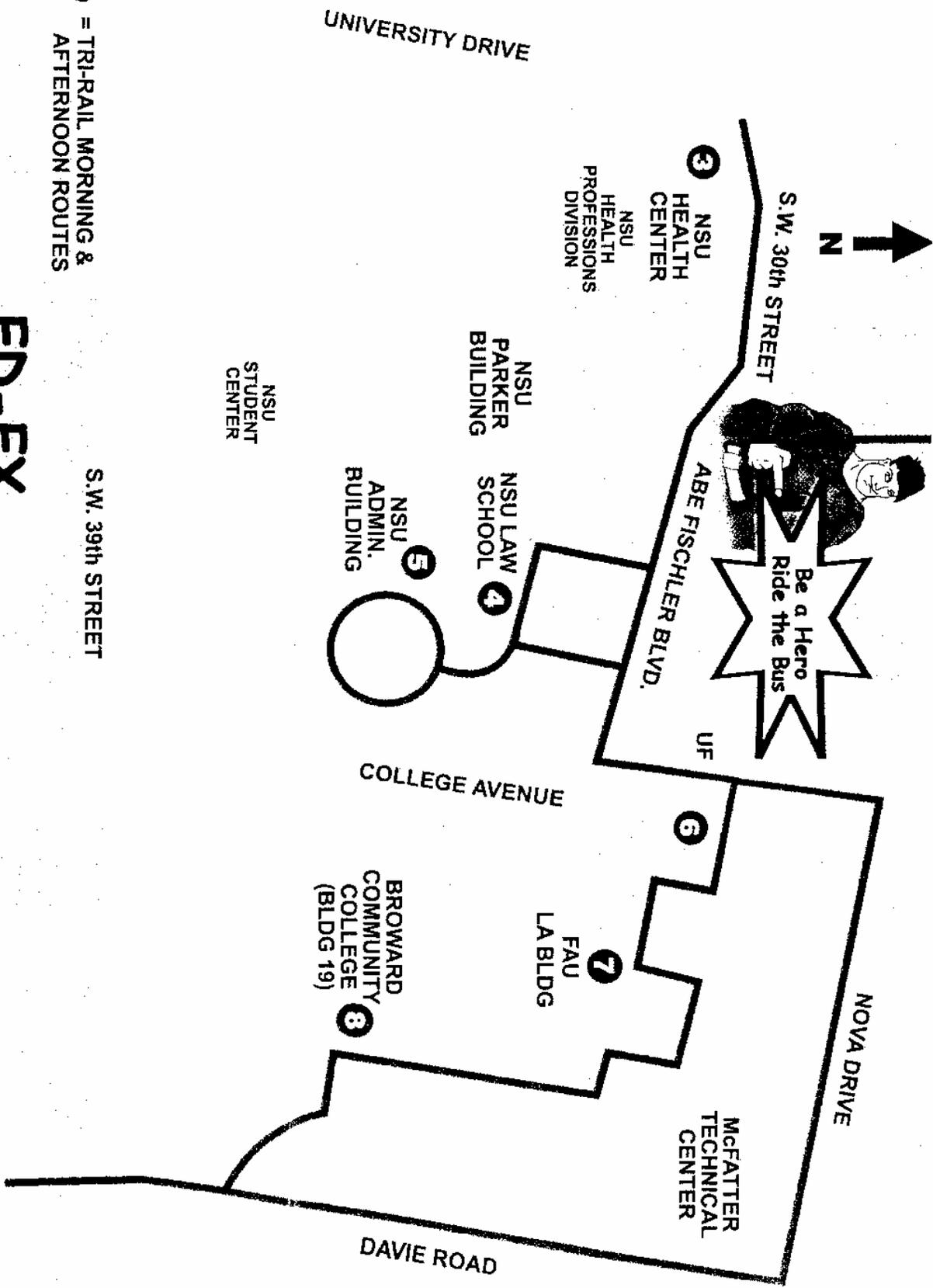
Attest: _____

Russell Muniz

Town Clerk

Get On The ED-EX SFEC/Tri-Rail Express Bus Service Schedule From The Fort Lauderdale Airport Tri-Rail Station Effective 4/1/02

	Shuttle Bus Number	Leaves								Arrives	North	South	Leaves
		Ft. Laud. Airport Tri-Rail	McFatter Technical Center	NSU Health Center	NSU Law Building	NSU Administration Bldg.	University of Florida	FAU Liberal Arts Bldg.	BCC Student Center Bldg. 19				
		1	2	3	4	5	6	7	8	1	Tri-Rail	Tri-Rail	1
	1										6:52	6:55	7:00
	2												7:30
	1	7:00	7:16	7:22	7:26	7:27	7:30	7:31	7:34	7:50	7:52	7:55	8:00
	2	7:30	7:46	7:52	7:56	7:57	8:00	8:01	8:04	8:20			8:30
	1	8:00	8:16	8:22	8:26	8:27	8:30	8:31	8:34	8:50	8:52	8:55	9:00
	2	8:30	8:46	8:52	8:56	8:57	9:00	9:01	9:04	9:20			9:30
MORNING ROUTE	1	9:00	9:16	9:22	9:26	9:27	9:30	9:31	9:34	9:50	9:52	9:55	10:00
	2	9:30	9:46	9:52	9:56	9:57	10:00	10:01	10:04	10:20			10:30
	1	10:00	10:16	10:22	10:26	10:27	10:30	10:31	10:34	10:50	10:52	10:55	11:00
	2	10:30	10:46	10:52	10:56	10:57	11:00	11:01	11:04	11:20			11:30
	1	11:00	11:16	11:22	11:26	11:27	11:30	11:31	11:34	11:50	11:52	11:55	12:00
	2	11:30	11:46	11:52	11:56	11:57	12:00	12:01	12:04				
	1	12:00	12:16	12:22	12:26	12:27	12:30	12:31	12:34				
	2		1:30	1:36	1:40	1:41	1:44	1:45	1:48	2:04	2:08		2:14
	1*		2:10	2:16	2:20	2:21	2:24	2:25	2:28	2:44			2:44
	2	2:14	2:30	2:36	2:40	2:41	2:44	2:45	2:48	3:04		3:11	3:14
AFTERNOON ROUTE	1	2:44	3:00	3:06	3:10	3:11	3:14	3:15	3:18	3:34			3:44
	2	3:14	3:30	3:36	3:40	3:41	3:44	3:45	3:48	4:04	4:08	4:11	4:14
	1	3:44	4:00	4:06	4:10	4:11	4:14	4:15	4:18	4:34			4:44
	2	4:14	4:30	4:36	4:40	4:41	4:44	4:45	4:48	5:04	5:08	5:11	5:14
	1	4:44	5:00	5:06	5:10	5:11	5:14	5:15	5:18	5:34			5:44
	2	5:14	5:30	5:36	5:40	5:41	5:44	5:45	5:48	6:04	6:08	6:11	6:14
	1	5:44	6:00	6:06	6:10	6:11	6:14	6:15	6:18	6:34			6:44
	2	6:14	6:30	6:36	6:40	6:41	6:44	6:45	6:48	7:04	7:08	7:11	7:14
	1	6:44	7:00	7:06	7:10	7:11	7:14	7:15	7:18	7:34			
	2	7:14	7:30	7:36	7:40	7:41	7:44	7:45	7:48	8:04	8:08	8:11	
# 1 Bus will stop at College Ave. and 39 th St. at 1:55P.M.													
		1	2	3	4	5	6	7	8	1	Tri-Rail	Tri-Rail	1
		Tri-Rail Station	McFatter Technical Center	NSU Health Center	NSU Law Bldg.	NSU Admin. Bldg.	U.F.	FAU L.A. Bldg.	BCC Student Center	Tri-Rail Station	Train Arrival Time	Train Arrival Time	Tri-Rail Station
		Leaves								Arrives	North	South	Leaves



1 = TRI-RAIL MORNING & AFTERNOON ROUTES

S.W. 39th STREET

ED-EX

SFEC/Tri-Rail Express Bus Service Schedule
From the Fort Lauderdale Airport Station Off Griffin Road
Effective April 1st 2002

STARTS AT FT. LAUDERDALE AIRPORT TRI-RAIL STATION (OFF GRIFFIN ROAD & 1-95)

06/19/2003 15:28 9543644793

PAGE 03
DATE (MM/DD/YYYY)
06/11/2003

ACORD CERTIFICATE OF LIABILITY INSURANCE

PRODUCER (800)333-7754 FAX (321)757-6182
Rodes-Roper-Love
Insurance Agency
158 N. Harbor City Blvd.
Melbourne, FL 32935

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED CRUISEIN' COMMUNITY TRANSIT CONNECTION, INC.
901 POINCIANA DR.
PEMBROOKE PINES, FL 33025

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Lincoln General Ins Co	33855
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PER SUBJECT <input type="checkbox"/> LOC	LPG101642	06/11/2003	06/11/2004	EACH OCCURRENCE 1 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) 2 50,000 MED EXP (Any one person) 3 5,000 PERSONAL & ADV INJURY 4 1,000,000 GENERAL AGGREGATE 5 2,000,000 PRODUCTS - COMBOP AGG 6 INCLUDED
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	LPA1D1642	06/11/2003	06/11/2004	COMBINED SINGLE LIMIT (EA accident) 1 1,000,000 BODILY INJURY (Per person) 2 BODILY INJURY (Per accident) 3 PROPERTY DAMAGE (Per accident) 4
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT 1 OTHER THAN AUTO ONLY: EA ACC 2 AGG 3
EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE 1 AGGREGATE 2 3 4
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WE STATE: L. OTH- TORY LIMITS ER E.L. EACH ACCIDENT 1 E.L. DISEASE - EA EMPLOYEE 2 E.L. DISEASE - POLICY LIMIT 3

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ARISED BY ENDORSEMENT / SPECIAL PROVISIONS
 CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED WITH RESPECT TO THE OPERATIONS OF THE NAMED INSURED ONLY.

CERTIFICATE HOLDER

 TOWN OF DAVIE
 3301 COLLEGE AVENUE
 DAVIE, FL 33314

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE
 Philip Love/CLR *Philip Love*